

Fill in this information to identify the case:

Debtor 1 Matthew John Kelly

Debtor 2 \_\_\_\_\_

(Spouse, if filing)

United States Bankruptcy Court for the SOUTHERN District of OHIO

Case number 2:17-bk-57445

## Official Form 410S1

### Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: U.S. BANK TRUST NATIONAL ASSOCIATION, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE FOR BLUEWATER INVESTMENT TRUST 2017-1

Court claim no. (if known): 13-1

Last 4 digits of any number you use to identify the debtor's account: 8769

Date of payment change: 5/21/2020

Must be at least 21 days after date of this notice

New total payment: \$1,519.14

Principal, interest, and escrow, if any

#### Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No.

☐ Yes.

Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

\_\_\_\_\_

Current escrow payment:

New escrow payment:

#### Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No

☒ Yes.

Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

\_\_\_\_\_

Current interest rate: 4.125%

New interest rate: 3.875%

Current principal and interest payment: \$984.14

New principal and interest payment: \$971.55

#### Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes

Attach a copy of any document describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

Current mortgage payment

New mortgage payment:

Debtor 1 Matthew John Kelly  
Print Name Middle Name Last Name

Case number (if known) 2:17-bk-57445

**Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor

☒ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X** /s/ Darrelyn Thomas  
Signature

Date 04/10/2020

Print Darrelyn Thomas  
First Name Middle Name Last Name

Title Authorized Agent for Creditor

Company Robertson, Anschutz, Schneid & Crane LLC

Address 10700 Abbott's Bridge Road, Suite 170  
Number Street

Duluth GA 30097  
City

State

ZIP Code

Contact Phone 470-321-7112

Email dthomas@rascrane.com

**I HEREBY CERTIFY** that on April 10, 2020,

I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

MARK ALBERT HERDER  
1031 EAST BROAD STREET  
COLUMBUS, OH 43205

FAYE D. ENGLISH  
CHAPTER 13 TRUSTEE  
10 WEST BROAD STREET  
SUITE 1600  
COLUMBUS , OH 43215-3419

ASST US TRUSTEE (COL)  
OFFICE OF THE US TRUSTEE  
170 NORTH HIGH STREET  
SUITE 200  
COLUMBUS, OH 43215

MATTHEW JOHN KELLY  
545 BRADLEY STREET  
COLUMBUS, OH 43201

Robertson, Anschutz, Schneid & Crane LLC  
Authorized Agent for Secured Creditor  
10700 Abbott's Bridge Road, Suite 170  
Duluth, GA 30097  
Telephone: 470-321-7112  
Facsimile: 404-393-1425

By: /s/ Dena Eaves  
Dena Eaves  
deaves@rascrane.com

April 4, 2020

MATTHEW J KELLY  
545 BRADLEY ST  
COLUMBUS OH 43201-3321Re: Account Number: [REDACTED]  
Mortgagor: MATTHEW J KELLY  
Property Address: 545 BRADLEY ST  
COLUMBUS OH 43201**Changes to Your Mortgage Interest Rate and Payments on May 21, 2020**

Under the terms of your Adjustable-Rate Mortgage (ARM), you had a 6 month period during which your interest rate stayed the same. That period ends on April 21, 2020, so on that date your interest rate may change. After that, your interest rate may change every 6 months for the rest of your loan term. Any change in your interest rate may also change your mortgage payment.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	4.87500%	3.87500%
Principal	\$290.13	\$341.83
Interest	\$793.40	\$629.72
Escrow (Taxes and Ins)	\$547.59	\$547.59
Other	\$0.00	\$0.00
Subsidy	\$0.00	\$0.00
<b>Total Monthly Payment</b>	<b>\$1,631.12</b>	<b>\$1,519.14</b> <b>(due May 21, 2020)</b>

**Interest Rate:** We calculated your interest rate by taking a published “index rate” and adding a certain number of percentage points, called the “margin”. Under your loan agreement, your index rate is the WSJ US PRIME RATE LOWEST DAILY and your margin is -0.37000%. The WSJ US PRIME RATE LOWEST DAILY is published in the wall street journal. The index value used for this calculation was 3.25000% published on February 29, 2020.

**Rate Limit[s]**

Your rate cannot go higher than 13.88000% over the life of the loan. Your rate can increase each 6 month period by no more than 1.00000%. Your rate can decrease each 6 month period by no more than 1.00000%. In some cases the terms of an ARM may not set a limit on the amount a rate may increase or decrease with each change. If the amount displayed is 99.999 your loan does not have a periodic rate cap.

**New Interest Rate and Monthly Payment**

The table above shows your new interest rate and new monthly payment. These amounts are based on the WSJ US PRIME RATE LOWEST DAILY index, your margin, your loan balance of \$195,008.56, and your remaining loan term of 324 months.

**Prepayment Penalty:** None

This notice is not intended to be used to establish a loan payoff amount. To get a loan payoff, send a written request to:

Selene Finance LP  
Attn: Customer Service Research  
P.O. Box 421517  
Houston, TX 77242

**If you Anticipate Problems Making Your Payments:**

- Please contact Selene Finance LP at 877-735-3637 or [Customerservice@selenefinance.com](mailto:Customerservice@selenefinance.com) as soon as possible.
- If you seek an alternative to the upcoming change to your interest rate and payment, the following options may be possible (most are subject to lender approval):
  - o Refinance your loan with another lender;
  - o Sell your home and use the proceeds to pay off your current loan;
  - o Modify your loan terms with us;
  - o Payment Forbearance temporarily gives you more time to pay your monthly payment.

If you would like contact information for counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at 800-569-4287 or visit [www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm](http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm). If you would like contact information for a state housing finance agency, contact the U.S. Consumer Financial Protection Bureau (CFPB) at [www.consumerfinance.gov/](http://www.consumerfinance.gov/).

Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

**For Servicemembers and their Dependents:** The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.